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GENERAL NOTES

- THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING:

ALTA/NSPS LAND TITLE SURVEY
BLOCK 4802, LOT 12 - TOWN OF WESTFIELD
PREPARED BY DYNAMIC SURVEY, LLC
1904 MAIN STREET, LAKE COMO, NJ 07719
JOB No. 14-6087B
DATED: 3/01/2019
- APPLICANT/OWNER: SHAN REALTY, LLC
809 CENTRAL AVENUE
WESTFIELD, NJ 07090
- PARCEL DATA: BLOCK 4802, LOT 12
809 CENTRAL AVENUE (CR 613)
TOWN OF WESTFIELD
UNION COUNTY, NEW JERSEY
- ZONE: GB-3 (GENERAL BUSINESS) ZONE
EXISTING USE: GASOLINE SERVICE STATION (CONDITIONAL) (E)
AUTOMOBILE REPAIR SHOP (NON-PERMITTED) (E)

ZONE REQUIREMENT	ZONE GB-3 (GENERAL BUSINESS DISTRICT)	GASOLINE FILLING STATIONS AND GASOLINE SERVICE STATIONS	EXISTING	PROPOSED
MINIMUM LOT AREA	N/S	15,000 SF (0.34 AC)	14,249 SF (0.33 AC)	14,249 SF (0.33 AC)
MINIMUM LOT FRONTAGE	N/S	100 FT	127.1 FT	127.1 SF
MINIMUM FRONT YARD SETBACK (CENTRAL AVE)				
-BUILDING	25 FT [1]	50 FT	59.7 FT	59.7 FT
-PARKING	25 FT [1][7]	N/S	63.5 FT	63.5 FT
-CANOPY	35 FT	N/S	1.6 FT (E)	1.6 FT (E)
-PUMP	N/S	50 FT	12.2 FT	12.2 FT
MINIMUM STREET SIDE YARD SETBACK (ELIZABETH AVENUE)				
-BUILDING	20 FT [3]	25 FT	37.9 FT	37.9 FT
-PARKING	20 FT [7]	N/S	0 FT (E)	0 FT (E)
-CANOPY	15 FT	N/S	18.3 FT	18.3 FT
MINIMUM REAR YARD SETBACK				
-BUILDING	35 FT [2]	25 FT	14.0 FT (E)	14.0 FT (E)
-PARKING	10 FT	N/S	12.2 FT	12.2 FT
-CANOPY	15 FT	N/S	74.0 FT	74.0 FT
MINIMUM SIDE YARD SETBACK				
-BUILDING	5 FT [4]	25 FT	14.4 FT (E)	14.4 FT (E)
-PARKING	2 FT	N/S	5.7 FT	5.7 FT
-CANOPY	15 FT	N/S	33.4 FT	33.4 FT
MAXIMUM BUILDING HEIGHT	40 FT/3 STORIES	N/S	1 STORY BUILDING	1 STORY BUILDING
MAXIMUM BUILDING COVERAGE	30%	20%	2,689 SF (18.9%)	2,689 SF (18.9%)
MAXIMUM IMPERVIOUS COVERAGE	70%	N/S	10,985 SF (77.1%) (E)	10,985 SF (77.1%) (E)
MAXIMUM CANOPY HEIGHT	18 FT [5]	N/S	<18 FT	<18 FT
MAXIMUM AREA COVERED BY CANOPY	1500 SF [6]	N/S	1,425 SF	1,425 SF

N/S: NO STANDARD N/A: NOT APPLICABLE (E): EXISTING NON-CONFORMANCE (V): VARIANCE

NOTES:

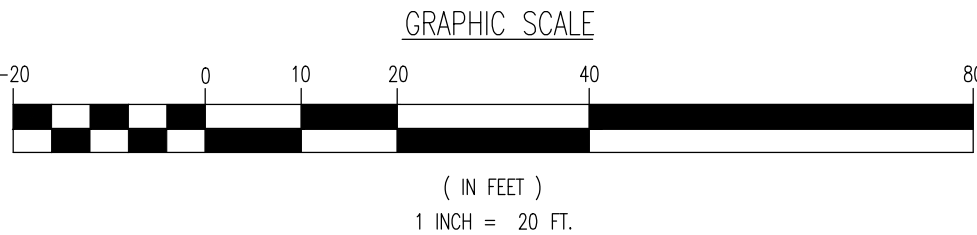
- 112.03.0.D - WHERE EXISTING PRINCIPAL BUILDINGS ON THE SAME SIDE OF THE STREET FORM AN ESTABLISHED FRONT YARD DEPTH, THE FRONT YARD FOR PRINCIPAL BUILDINGS ON THE SUBJECT PROPERTY SHALL NOT DEVIATE FROM THIS ESTABLISHED YARD DEPTH; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE REQUIRED FRONT YARD DEPTH BE LESS THAN 25 FEET.
- 111.28.E.3. - WHEN THE REAR YARD IN THE GB-3 ZONE DISTRICT ABUTS A RESIDENTIAL USE OR PROPERTY IN ANY RESIDENTIAL ZONE, SAID REAR YARD SHALL BE NOT LESS THAN THIRTY-FIVE (35) FEET.
- 111.28.E.1. - FOR CORNER LOTS, THE STREET SIDE YARD SHALL NOT BE LESS THAN TWENTY (20) FEET.
- 111.28.E.2. - FOR CORNER LOTS THERE SHALL BE TWO (2) SIDE YARDS AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH, OR ONE-THIRD (1/3) OF THE HEIGHT OF THE PRINCIPAL BUILDING, WHICHEVER IS GREATER.
- 113.03.0.2 THE TOP OF THE CANOPY SHALL NOT EXCEED 18 FEET IN HEIGHT ABOVE THE GRADE BENEATH THE CANOPY.
- 113.03.0.1 - THE AREA COVERED BY THE CANOPY SHALL NOT EXCEED 500 SQUARE FEET PER FUEL DISPENSER TO BE COVERED.
- 117.03.0.C.5 - OFF-STREET PARKING SHALL BE SET BACK THE DISTANCE OF THE PRINCIPAL STRUCTURE FROM THE FRONT AND SIDE STREET PROPERTY LINES, AND A MINIMUM OF AT LEAST TWO (2) FEET FROM ALL OTHER PROPERTY LINES.
- THE APPLICANT REQUESTS ANY AND ALL SUBMISSION WAIVERS THAT ARE NOT SPECIFICALLY IDENTIFIED HEREIN. TESTIMONY WILL BE SUPPLIED AT THE PUBLIC HEARING TO SUPPORT SAID SUBMISSION WAIVERS.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS BY ALL OF THE PERMITTING AUTHORITIES.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
- THE SOILS REPORT AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER CONSULTANT MANAGER OF ANY DISCREPANCY BETWEEN SOILS REPORT & PLANS.
12. ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
13. SOIL WASTE TO BE DISPOSED OF BY CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
14. ALL EXCAVATED UNSUITABLE MATERIAL MUST BE TRANSPORTED TO AN APPROVED DISPOSAL LOCATION.
15. CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION AND SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS, AS WELL AS ADDITIONAL PROVISIONS TO ASSURE STABILITY OF CONTIGUOUS STRUCTURES, AS FIELD CONDITIONS dictate.
16. ALL CONTRACTORS MUST CARRY STATUTORY WORKERS COMPENSATION, EMPLOYERS LIABILITY INSURANCE AND APPROPRIATE LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE. (CGL). ALL CONTRACTORS MUST HAVE THEIR CO. POLICIES ENDORSED TO NAME DYNAMIC ENGINEERING CONSULTANTS, P.C., ITS SUBCONSULTANTS AS ADDITIONAL INSURED AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THE FIELD HARMLESS AND INDEMNIFY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH DYNAMIC ENGINEERING CONSULTANTS, P.C., WITH CERTIFICATES OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS DYNAMIC ENGINEERING CONSULTANTS, P.C., AND ITS SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.
17. NEITHER THE PROFESSIONAL ACTIVITIES OF DYNAMIC ENGINEERING CONSULTANTS, P.C., NOR THE PRESENCE OF DYNAMIC ENGINEERING CONSULTANTS, P.C. OR ITS EMPLOYEES AND SUBCONSULTANTS AT A CONSTRUCTION/PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCING, TECHNOLOGIES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. DYNAMIC ENGINEERING CONSULTANTS, P.C., AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOBSITE SAFETY. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE MADE ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.
18. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN CONCEPT AND THE INFORMATION SHOWN IN THE CONSTRUCTION MEANS OR METHODS. COORDINATION OF THE WORK WITH OTHER TRADES OR CONSTRUCTION SAFETY PRECAUTIONS, ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. DYNAMIC ENGINEERING'S REVIEW SHALL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT DYNAMIC ENGINEERING CONSULTANTS, P.C. HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
19. IN AN EFFORT TO RESOLVE ANY CONFLICTS THAT ARISE DURING THE DESIGN AND CONSTRUCTION OF THE PROJECT OR FOLLOWING THE COMPLETION OF THE PROJECT, DYNAMIC ENGINEERING CONSULTANTS, P.C. AND THE CONTRACTOR MUST AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT SHALL BE SUBMITTED TO NONBINDING MEDIATION UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.
20. THE CONTRACTOR MUST INCLUDE A MEDIATION PROVISION IN ALL AGREEMENTS WITH INDEPENDENT SUBCONTRACTORS AND CONSULTANTS RETAINED FOR THE PROJECT AND TO RESOLVE ALL INDEPENDENT CONTRACTORS AND CONSULTANTS ALSO TO INCLUDE A SIMILAR MEDIATION PROVISION IN ALL AGREEMENTS WITH THEIR SUBCONTRACTORS, SUBCONSULTANTS, SUPPLIERS AND FABRICATORS, THEREBY PROVIDING FOR MEDIATION AS THE PRIMARY METHOD FOR DISPUTE RESOLUTION BETWEEN THE PARTIES TO ALL THOSE AGREEMENTS.
21. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THEREOF AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM AND IT SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE, RESULTING THEREFROM.
22. ALL TRAFFIC SIGNS AND STRIPING SHALL FOLLOW THE REQUIREMENTS SPECIFIED IN THE MANUAL ON "UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.
23. THE BUILDING SETBACKS AND LISTED ON THE SITE PLAN DRAWINGS ARE MEASURED FROM THE OUTSIDE SURFACE OF BUILDING WALLS. THESE SETBACK DIMENSIONS DO NOT ACCOUNT FOR ROOF OVERHANGS, ORNAMENTAL ELEMENTS, SIGNAGE OR OTHER EXTERIOR EXTENSIONS UNLESS SPECIFICALLY NOTED.
24. CONTRACTOR ACKNOWLEDGES AND UNDERSTOOD THE DESIGN PHASE SOIL PERMEABILITY AND GROUNDWATER TEST RESULTS IN THE STORMWATER MANAGEMENT REPORT AND THAT THE CONTRACTORS RESPONSIBILITIES INCLUDE NECESSARY PROVISIONS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
25. CONTRACTOR TO BE ADVISED THAT THE ENGINEER WAS NOT PROVIDED WITH FINAL FLOOR PLAN DRAWINGS FOR THE BUILDING AT THE TIME OF SITE PLAN DESIGN. AS A RESULT, ENTRANCE DOOR LOCATIONS AS DEPICTED HEREON MAY NOT BE FINAL AND MUST BE CONFORMED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. THE HANDICAP ACCESSIBLE PARKING SPACES AND THE ASSOCIATED RAMPS AND ACCESSIBLE ROUTE MUST COMPLY WITH N.J.A.C. 5:23-7 AND THE HANDICAP PARKING SPACES MUST BE LOCATED AS THE NEAREST SPACES TO THE ENTRANCE. CONTRACTOR TO NOTIFY OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCY PRIOR TO CONSTRUCTION.

NOTE: THE SCOPE OF THIS APPLICATION IS LIMITED TO THE REPAANELING OF EXISTING SIGNS. NO SITE IMPROVEMENTS ARE PROPOSED.

PLANNING BOARD APPROVAL

APPROVED BY THE PLANNING BOARD OF TOWN OF WESTFIELD, UNION COUNTY, NEW JERSEY

CHAIRMAN	DATE
SECRETARY	DATE
BOARD ENGINEER	DATE



[THIS DRAWING HAS BEEN PREPARED BASED ON A SITE PLAN SET DATED 10/07/19, LAST REVISED 02/14/20]

THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

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Denver, Illinois T: 314.991.8070

TITLE: SIGN VARIANCE PLAN EXHIBIT

PROJECT: SHAAN REALTY, LLC
PROPOSED SIGN REPAANELING
BLOCK 4802, LOT 12; TAX MAP SHEET #48
809 CENTRAL AVENUE (CR 613) & ELIZABETH AVENUE
TOWN OF WESTFIELD, UNION COUNTY, NEW JERSEY

JOB No: 0141-99-137
DATE: 06/08/20
DRAWN BY: MWK
SCALE: (H) 1"=20' (V)
DESIGNED BY: LMS
SHEET No:
CHECKED BY: JEH
CONSTRUCTION CHECK: DATE
CONSTRUCTION CHECK: DATE
DEC Client Code: 0141
Rev. # 0

JAMES E. HENRY

JOHN A. PALUS

PROFESSIONAL ENGINEER
NEW JERSEY LICENSE No. 49266

PROFESSIONAL ENGINEER
NEW JERSEY LICENSE No. 41975

Plotted: 05/20/2020 - 7:58 AM, By: mironap, Product Ver: 23.1s (LMS Tech) File: \\decpc.local\decfolders\Data\DEPCP PROJECTS\0141 Chaudhary\99-137 Westfield\Dwg Exhibits (Heardings)\2020-06-08 Hearing\DWG Working Files\Site-Work-D14199137SSV1.dwg, ----> 01 SITE PLAN

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